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12 JPMORGAN CHASE BANK, N.A.

13 UNITED STATES DISTRICT COURT  
14 CENTRAL DISTRICT OF CALIFORNIA

15 MITRA ERAMI, individually and on  
16 behalf of all other members of the  
17 general public similarly situated,

18 Plaintiff,

19 v.

20 JPMORGAN CHASE BANK, National  
21 Association,

22 Defendant.

Case No. 2:15-cv-07728-PSG-PLA  
[DISCOVERY MATTER]

**STIPULATED AND PROTECTIVE  
ORDER**

1 Plaintiff Mitra Erami (“Plaintiff”) and Defendant JPMorgan Chase Bank,  
 2 N.A. (“Defendant”) (together, the “Parties”), by and through their counsel of record  
 3 agree and stipulate as follows:

4 WHEREAS, Plaintiff has requested documents evidencing transactions  
 5 performed for customers and clients by Plaintiff, contact information for putative  
 6 class members, email correspondence that potentially could include private  
 7 financial information of Defendant’s customers or other private information  
 8 concerning non-parties, and internal operational documents that are confidential  
 9 and proprietary;

10 WHEREAS, in the February 23, 2016, Discovery Order, this Court allowed  
 11 the Parties to agree to a stipulated protective order to protect the privacy concerns  
 12 of non-parties and other confidential information before confidential documents are  
 13 produced;

14 THEREFORE, IT IS STIPULATED AND AGREED, by and between  
 15 Plaintiff and Defendant and their respective undersigned counsel of record that:

16 **[PROPOSED] PROTECTIVE ORDER**

17 1. A. **PURPOSES AND LIMITATIONS**

18 Discovery in this action is likely to involve production of confidential,  
 19 proprietary, or private information for which special protection from public  
 20 disclosure and from use for any purpose other than prosecuting this litigation may  
 21 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
 22 enter the following Stipulated Protective Order. The parties acknowledge that this  
 23 Order does not confer blanket protections on all disclosures or responses to  
 24 discovery and that the protection it affords from public disclosure and use extends  
 25 only to the limited information or items that are entitled to confidential treatment  
 26 under the applicable legal principles. The parties further acknowledge, as set forth  
 27 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
 28 file confidential information under seal; Civil Local Rule 79-5 sets forth the

1 procedures that must be followed and the standards that will be applied when a  
 2 party seeks permission from the court to file material under seal.

### 3 **B. GOOD CAUSE STATEMENT**

4 This action is likely to involve commercial, financial, technical and/or  
 5 proprietary information, including the private financial information of Defendant's  
 6 customers, for which special protection from public disclosure and from use for any  
 7 purpose other than prosecution of this action is warranted. Such confidential and  
 8 proprietary materials and information consist of, among other things, confidential  
 9 business or financial information, information regarding confidential business  
 10 practices, or other commercial information (including information implicating  
 11 privacy rights of third parties), information otherwise generally unavailable to the  
 12 public, or which may be privileged or otherwise protected from disclosure under  
 13 state or federal statutes, court rules, case decisions, or common law.

14 Accordingly, to expedite the flow of information, to facilitate the prompt  
 15 resolution of disputes over confidentiality of discovery materials, to adequately  
 16 protect information the parties are entitled to keep confidential, to ensure that the  
 17 parties are permitted reasonable necessary uses of such material in preparation for  
 18 and in the conduct of trial, to address their handling at the end of the litigation, and  
 19 serve the ends of justice, a protective order for such information is justified in this  
 20 matter. It is the intent of the parties that information will not be designated as  
 21 confidential for tactical reasons and that nothing be so designated without a good  
 22 faith belief that it has been maintained in a confidential, non-public manner, and  
 23 there is good cause why it should not be part of the public record of this case.

### 24 **2. DEFINITIONS**

25 2.1 Action: This pending lawsuit, titled *Erami v. JPMorgan Chase Bank*,  
 26 N.A., C.D. Cal. Case No. 2:15-cv-07728-PSG-PLA.

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
 28 of information or items under this Order.

1           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
2 how it is generated, stored or maintained) or tangible things that qualify for  
3 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
4 the Good Cause Statement.

5           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
6 support staff).

7           2.5 Designating Party: a Party or Non-Party that designates information or  
8 items that it produces in disclosures or in responses to discovery as  
9 “CONFIDENTIAL.”

10          2.6 Disclosure or Discovery Material: all items or information, regardless of  
11 the medium or manner in which it is generated, stored, or maintained (including,  
12 among other things, testimony, transcripts, and tangible things), that are produced  
13 or generated in disclosures or responses to discovery in this matter.

14          2.7 Expert: a person with specialized knowledge or experience in a matter  
15 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
16 an expert witness or as a consultant in this Action.

17          2.8 House Counsel: attorneys who are employees of a party to this Action.  
18 House Counsel does not include Outside Counsel of Record or any other outside  
19 counsel.

20          2.9 Non-Party: any natural person, partnership, corporation, association, or  
21 other legal entity not named as a Party to this action.

22          2.10 Outside Counsel of Record: attorneys who are not employees of a party  
23 to this Action but are retained to represent or advise a party to this Action and have  
24 appeared in this Action on behalf of that party or are affiliated with a law firm that  
25 has appeared on behalf of that party, including support staff.

26          2.11 Party: any party to this Action, including all of its officers, directors,  
27 employees, consultants, retained experts, and Outside Counsel of Record (and their  
28 support staffs).

1           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2       Discovery Material in this Action.

3           2.13 Professional Vendors: persons or entities that provide litigation support  
4       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5       demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6       and their employees and subcontractors.

7           2.14 Protected Material: any Disclosure or Discovery Material that is  
8       designated as “CONFIDENTIAL.”

9           2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10      from a Producing Party.

### 11           3.     **SCOPE**

12          The protections conferred by this Stipulation and Order cover not only  
13      Protected Material (as defined above), but also (1) any information copied or  
14      extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15      compilations of Protected Material; and (3) any testimony, conversations, or  
16      presentations by Parties or their Counsel that might reveal Protected Material.

17          Any use of Protected Material at trial shall be governed by the orders of the  
18      trial judge. This Order does not govern the use of Protected Material at trial.

### 19           4.     **DURATION**

20          Once a case proceeds to trial, all of the court-filed information to be  
21      introduced that was previously designated as confidential or maintained pursuant to  
22      this protective order becomes public and will be presumptively available to all  
23      members of the public, including the press, unless compelling reasons supported by  
24      specific factual findings to proceed otherwise are made to the trial judge in advance  
25      of the trial. *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1180-  
26      81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents  
27      produced in discovery from “compelling reasons” standard when merits-related  
28      documents are part of court record). Accordingly, the terms of this protective order

do not extend beyond the commencement of the trial.

## 5. **DESIGNATING PROTECTED MATERIAL**

### 5.1 Exercise of Restraint and Care in Designating Material for Protection.

Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that contains protected

1 material. If only a portion or portions of the material on a page qualifies for  
 2 protection, the Producing Party also must clearly identify the protected portion(s)  
 3 (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
 5 need not designate them for protection until after the inspecting Party has indicated  
 6 which documents it would like copied and produced. During the inspection and  
 7 before the designation, all of the material made available for inspection shall be  
 8 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
 9 documents it wants copied and produced, the Producing Party must determine  
 10 which documents, or portions thereof, qualify for protection under this Order. Then,  
 11 before producing the specified documents, the Producing Party must affix the  
 12 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a  
 13 portion or portions of the material on a page qualifies for protection, the Producing  
 14 Party also must clearly identify the protected portion(s) (e.g., by making  
 15 appropriate markings in the margins).

16 (b) for testimony given in depositions that the Designating Party identify the  
 17 Disclosure or Discovery Material on the record, before the close of the deposition.

18 (c) for information produced in some form other than documentary and for  
 19 any other tangible items, that the Producing Party affix in a prominent place on the  
 20 exterior of the container or containers in which the information is stored the legend  
 21 "CONFIDENTIAL." If only a portion or portions of the information warrants  
 22 protection, the Producing Party, to the extent practicable, shall identify the  
 23 protected portion(s).

24 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
 25 failure to designate qualified information or items does not, standing alone, waive  
 26 the Designating Party's right to secure protection under this Order for such  
 27 material. Upon timely correction of a designation, the Receiving Party must make  
 28 reasonable efforts to assure that the material is treated in accordance with the



provisions of this Order.

## 6. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6.1 **Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

6.2 **Meet and Confer.** The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1, et seq. Any discovery motion must strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

6.3 **Burden.** The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

## 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 **Basic Principles.** A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless



1 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
2 Receiving Party may disclose any information or item designated  
3 “CONFIDENTIAL” only to:

4 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
5 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
6 to disclose the information for this Action;

7 (b) the officers, directors, and employees (including House Counsel) of the  
8 Receiving Party to whom disclosure is reasonably necessary for this Action;

9 (c) Experts (as defined in this Order) of the Receiving Party to whom  
10 disclosure is reasonably necessary for this Action and who have signed the  
11 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

12 (d) the Court and its personnel;

13 (e) court reporters and their staff;

14 (f) professional jury or trial consultants, mock jurors, and Professional  
15 Vendors to whom disclosure is reasonably necessary for this Action and who have  
16 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (g) the author or recipient of a document containing the information or a  
18 custodian or other person who otherwise possessed or knew the information;

19 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
20 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
21 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they  
22 will not be permitted to keep any confidential information unless they sign the  
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
24 agreed by the Designating Party or ordered by the Court. Pages of transcribed  
25 deposition testimony or exhibits to depositions that reveal Protected Material may  
26 be separately bound by the court reporter and may not be disclosed to anyone  
27 except as permitted under this Stipulated Protective Order; and

28 (i) any mediator or settlement officer, and their supporting personnel,

mutually agreed upon by any of the parties engaged in settlement discussions.

8. **PROTECTED MATERIAL SUBPOENAED OR ORDERED  
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION**

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order.

1 Nothing in these provisions should be construed as prohibiting a Non-Party  
2 from seeking additional protections.

3 (b) In the event that a Party is required, by a valid discovery request, to  
4 produce a Non-Party's confidential information in its possession, and the Party is  
5 subject to an agreement with the Non-Party not to produce the Non-Party's  
6 confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-Party  
8 that some or all of the information requested is subject to a confidentiality  
9 agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated  
11 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
12 specific description of the information requested; and

13 (3) make the information requested available for inspection by the  
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this Court within 14  
16 days of receiving the notice and accompanying information, the Receiving Party  
17 may produce the Non-Party's confidential information responsive to the discovery  
18 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
19 not produce any information in its possession or control that is subject to the  
20 confidentiality agreement with the Non-Party before a determination by the Court.  
21 Absent a court order to the contrary, the Non-Party shall bear the burden and  
22 expense of seeking protection in this Court of its Protected Material.

23 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED**  
24 **MATERIAL**

25 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
26 Protected Material to any person or in any circumstance not authorized under this  
27 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
28 writing the Designating Party of the unauthorized disclosures, (b) use its best

1 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the  
 2 person or persons to whom unauthorized disclosures were made of all the terms of  
 3 this Order, and (d) request such person or persons to execute the “Acknowledgment  
 4 and Agreement to Be Bound” that is attached hereto as Exhibit A.

5 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**  
 6 **OTHERWISE PROTECTED MATERIAL**

7 When a Producing Party gives notice to Receiving Parties that certain  
 8 inadvertently produced material is subject to a claim of privilege or other  
 9 protection, the obligations of the Receiving Parties are those set forth in Federal  
 10 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify  
 11 whatever procedure may be established in an e-discovery order that provides for  
 12 production without prior privilege review. Pursuant to Federal Rule of Evidence  
 13 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure  
 14 of a communication or information covered by the attorney-client privilege or work  
 15 product protection, the parties may incorporate their agreement in the stipulated  
 16 protective order submitted to the Court.

17 12. **MISCELLANEOUS**

18 12.1 **Right to Further Relief.** Nothing in this Order abridges the right of any  
 19 person to seek its modification by the Court in the future.

20 12.2 **Right to Assert Other Objections.** By stipulating to the entry of this  
 21 Protective Order, no Party waives any right it otherwise would have to object to  
 22 disclosing or producing any information or item on any ground not addressed in  
 23 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
 24 any ground to use in evidence of any of the material covered by this Protective  
 25 Order.

26 12.3 **Filing Protected Material.** A Party that seeks to file under seal any  
 27 Protected Material must comply with Civil Local Rule 79-5. Protected Material  
 28 may only be filed under seal pursuant to a court order authorizing the sealing of the

1 specific Protected Material at issue; good cause must be shown in the request to file  
2 under seal. If a Party's request to file Protected Material under seal is denied by the  
3 Court, then the Receiving Party may file the information in the public record unless  
4 otherwise instructed by the Court.

5 13. **FINAL DISPOSITION**

6 After the final disposition of this Action, within 60 days of a written request  
7 by the Designating Party, each Receiving Party must return all Protected Material to  
8 the Producing Party or destroy such material. As used in this subdivision, "all  
9 Protected Material" includes all copies, abstracts, compilations, summaries, and any  
10 other format reproducing or capturing any of the Protected Material. Whether the  
11 Protected Material is returned or destroyed, the Receiving Party must submit a  
12 written certification to the Producing Party (and, if not the same person or entity, to  
13 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
14 appropriate) all the Protected Material that was returned or destroyed and (2)  
15 affirms that the Receiving Party has not retained any copies, abstracts,  
16 compilations, summaries or any other format reproducing or capturing any of the  
17 Protected Material. Notwithstanding this provision, counsel are entitled to retain an  
18 archival copy of all pleadings, motion papers, trial, deposition, and hearing  
19 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
20 reports, attorney work product, and consultant and expert work product, even if  
21 such materials contain Protected Material. Any such archival copies that contain or  
22 constitute Protected Material remain subject to this Protective Order as set forth in  
23 Section 4 (DURATION).

1           14. Any violation of this Order may be punished by any and all  
2 appropriate measures including, without limitation, contempt proceedings and/or  
3 monetary sanctions.

4 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

5  
6 Dated: March 4, 2016

Morgan, Lewis & Bockius LLP

7  
8 By: /s/Carrie A. Gonell

9 Carrie A. Gonell  
Alexander L. Grodan

10 Attorneys for Defendant JPMorgan Chase  
11 Bank, N.A.

12 Dated: March 4, 2016

Law Offices of Edward J. Wynne

13  
14 By: \_\_\_\_\_

15 Edward J. Wynne

16 Attorney for Plaintiff Mitra Erami

17  
18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

19  
20 Dated: March 7, 2016

21 

22 \_\_\_\_\_  
23 Honorable Paul L. Abrams  
24 United States Magistrate Judge  
25  
26  
27  
28

**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *Erami vs. JPMorgan Chase Bank, N.A.*, Central District of  
 California Case No. 15-CV-07728-PSG-PLA. I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and  
 punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information or  
 item that is subject to this Stipulated Protective Order to any person or entity except  
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_  
 [print or type full name] of \_\_\_\_\_ [print or  
 type full address and telephone number] as my California agent for service of  
 process in connection with this action or any proceedings related to enforcement of  
 this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_